**Tentative Agreements: Final**

**Woodland SEIU**

**October 26, 2022**

D-1. TA 6/10/2022: Amend § 1.3, page 1, as follows:

It is in the parties’ ~~The parties agree that it has been and will continue to be in their~~ mutual interest and purposes to promote systematic and effective employee management cooperation; to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions, and to promote effective methods for the prompt adjustment of differences.

D-2. TA 7/14/2022: Amend § 3.1.1, page 2, as follows:

"Grievance" means a claim based upon an event~~,~~ or condition ~~or any alleged violation of state or federal law~~ which affects conditions under which an individual works allegedly caused by misinterpretation or inequitable application of the terms of this Agreement ~~between the District and the Union~~.

D-3. TA 7/14/2022: Amend § 3.5.2, page 3, as follows:

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding section, the employee shall complete in writing a statement of the grievance using form A and containing the following:

(a) The facts on which the grievance is based;

(b) A reference to the provisions in the Agreement ~~agreement~~ which have been allegedly violated; and,

(c) The remedy sought.

The employee and the Union shall submit the written statement of grievance to the Superintendent within ten (10) working days after the conference with the immediate supervisor.

**~~Section 3.5.3 Step 3.~~** The Superintendent, or designee, shall schedule a conference within ten (10) working days, to discuss the grievance. The Superintendent or designee shall notify the grievant of his or her decision and reason for the decision, within ten (10) working days of the conference.

D-4. TA 7/14/2022: Amend § 3.5.3, page 3, as follows:

**Section 3.5.3 Step 3.** ~~The Superintendent, or designee, shall schedule a conference within ten (10) working days, to discuss the grievance. The Superintendent or designee shall notify the grievant of his or her decision and reason for the decision, within ten (10) working days of the conference.~~

Mediation - Upon mutual agreement, the District and the Union may use mediation services of the Public Employment Relations Commission (PERC) to assist in resolving disagreements when circumstances warrant, before proceeding to Step 4. Such agreement or disagreement shall have no effect on the consideration or result of a grievance review and/or arbitration decision. Timelines for Step 4 shall be suspended pending the outcome of mediation.

D-5. TA 6/10/2022: Amend § 4.4, page 5, as follows:

Prior to disciplinary discharge or suspension, employees shall be afforded Loudermill rights to due process (see Exhibit F).

UP#1. TA 6/10/2022: Amend § 5.4.5 as follows:

**Section 5.4.5** Any concern regarding the Union's use of the District's mail service and bulletin boards shall be a matter for early discussion between the Union ~~Representative,~~ chapter president (orunion representative if there is no designated chapter president ~~executive board~~) and the Superintendent/designee.

D-6. TA 6/10/2022: Amend § 6.2, page 6, as follows:

In accordance with the policies of the District and the Union, it is agreed that there will be no unlawful discrimination against any employee or applicant for employment because of ~~his/her~~ race, sex, age, religion, color, ancestry, sexual orientation, ~~or~~ disability, or any other class protected by the Washington Law Against Discrimination in the administration of the terms of this Agreement, or in hiring.

D-7. TA 6/17/2022: Amend § 7.1, page 7, as follows:

The District will maintain a shared electronic list in a spreadsheet format of all employees subject to this Agreement. The spreadsheet will include all dates of hire, terminations, including layoffs, and status changes, together with the reason for any status changes and terminations. Information on ~~of~~ the shared spreadsheet shall include: first and last name, home address, personal phone numbers, work email address, job classifications/title, department, pay location, date of hire, FTE status (number of hours per day and number of days per year) and rate of pay.

New Hires—Workers who are newly hired or newly union eligible. New hires shall be posted to a shared spreadsheet within seven (7) days of the employee’s start date.

Terminations—Workers who have separated or terminated, including layoffs.

Status Changes—Workers who have changed status, meaning they have moved out of the unit, were promoted to a non-represented position, ~~had a change of~~ or moved to an exempt position, workers who have changed positions or work location and/or department but are still covered by this Agreement, including an increase or decrease of hours, and workers who have a change of personal contact information. The spreadsheet shall include the date that the status changed, and the reason for their change of status (i.e., exempt staff, etc.).

D-8. TA 8/16/2022: Amend § 9.4, page 8, as follows:

The District hereby agrees to honor payroll deduction authorization for political purposes from its employees and included as part of their normal monthly Union dues that are deducted and submitted to the Union. This authorization to increase their Union dues to include the financial authorization for political purposes shall continue until the employee~~, through the Union,~~ ceases to authorize said deduction by notifying the District and the Union.

D-9. TA 6/14/2022: Amend § 9.5, page 8, as follows:

Union members requesting to rescind dues deduction, membership and membership rights shall request the rescission in writing to SEIU Local 925’s state office, following the Union’s ~~membership~~ procedures. Providing such procedures have been met, the Union shall inform the District of such employee’s non-member status.

D-10. TA 6/10/2022: Amend § 9.7, page 8, as follows:

The District ~~Employer~~ shall notify the Union and the affected employee(s) when it receives a request for public records pertaining to employees. The District ~~Employer~~ will provide such notice at least five (5) work days before the intended release date.

Notice will include:

* The requesters and a copy of the request, if available
* A general description of the requested records
* A copy of the responsive records
* The actual date the District ~~Employer~~ intends to produce the records unless it is served a signed court order preventing disclosure

D-11. TA 8/16/2022: Amend § 10.3, page 9, as follows:

A Temporary Employee is one who is hired for a specific purpose and a specific length of time. In no case shall temporary employment exceed ninety (90) workdays. In addition, a temporary employee schedule shall not exceed six (6) calendar months. ~~Benefits accompany any temporary employee in a position of sixty (60) calendar days or longer.~~ All temporary employees shall be paid holidays. Any extension of this time must be by mutual agreement of the Union and District. ~~The only~~ No other provisions of this Agreement ~~that~~ apply to temporary employees ~~shall be the same provisions as apply to substitute employees under Section 10 11.4~~.

D-12. TA 10/26/2022: Amend § 10.4, page 9, as follows:

A Substitute Employee is a worker who is employed on an intermittent basis to fill a ~~the~~ position usually occupied by a regular employee during said employee's absence. Substitute employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, ~~or substitute employees working more than twenty-five (25) consecutive work days~~ and who continues to be available for employment, shall be included within this bargaining unit provided that the only sections of this Agreement which shall apply are Articles 1, 2, 4 (except that the decision to not re-hire shall not be considered a discharge), 5, 6, ~~8~~, 9, 1~~I~~0, ~~11 (except for Section 11.5)~~, 12, ~~14~~, 15 and 16 ~~and 17~~.

D-13. TA 6/10/2022: Amend § 10.7 (b)(iii), page 10, as follows:

Following the presentation by the requestor, the committee shall meet in private to discuss, and ultimately vote on the reclassification request. The Superintendent/Assistant Superintendent shall only vote in the case of a tie (a 2-2 vote).

D-14. TA 6/10/2022: Amend § 11.1, page 11, as follows:

**Section 11.1 Seniority.** No seniority shall apply to an employee until he/she has completed his/her probationary period. On satisfactory completion of his/her probationary period, the employee shall be credited with District, Classification and Job Title seniority from his/her date of hire. All seniority shall be considered broken by discharge, resignation, retirement, or layoff greater than two (2) years.

D-15. TA 6/10/2022: Amend § 11.1.3, page 11, as follows:

Each classification includes at least one (1) job title. Job title seniority means work under a job title. An employee with the necessary skills, abilities and qualifications to work in another job title in the same classification may bump a less senior ~~junior~~ employee in cases where the employee would otherwise be subject to layoff.

D-16. TA 6/10/2022: Amend § 11.5.5, page 13, as follows:

Employees laid off shall retain the right to recall up to two (2) years from the date they are laid off. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Before recalling a laid off employee, the District shall comply with the posting and promotion language in Section 11.6 and the adding hours language in Section 11.7. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position unless all qualified laid off employees have rejected the position.

D-17/UP#2. TA 8/16/2022: Amend § 11.6, page 13, as follows:

**Section 11.6 Postings and Promotions**. Notice of new positions or vacancies shall be e-mailed

to all current bargaining unit employees at all buildings five (5) full work days before advertising to

~~outside~~ external applicants. The District will notify and discuss with the Union if the position will not be posted within thirty (30) days. All postings will have a posting date and a closing date. All postings

will be available to current bargaining unit employees on the District website. A position shall not be

considered new or vacant if filled by the transfer of employees as described below.

All current employees who demonstrate that they meet the minimum qualifications and submit

a letter of interest describing their qualifications for a new or vacant position shall be offered an

interview. Employees are encouraged to submit updated application materials for their personnel

file at any time. Where all relevant factors, the necessary skills, abilities, and qualifications

for the position are relatively equal, District seniority shall govern. ~~The most senior bargaining unit~~

~~candidate will be awarded a job if that candidate has the necessary skills, abilities, and qualifications for the position.~~ The District will not consider ~~outside~~ external applicants until all current bargaining

unit employees have already been interviewed ~~and~~, considered, and notified, ~~in person~~ ~~regarding~~ including the specific reasons why they were not selected, if requested.

**~~Involuntary transfer (should this be moved to 10.8)~~**

Prior to any involuntary transfer, the District and the Union will meet to discuss the rationale

and selection of employees for transfer. Except for disciplinary transfers subject to just cause,

employees will be involuntarily transferred to different assignments within their ~~job~~

classifications only to accommodate changes in student, program, or enrollment needs. The

District will first ask for volunteers among the affected employees, and if no employee

volunteers, the least senior employee in the affected assignment will be reassigned unless the

District and the Union agree otherwise.

D-18/UP#3. TA 6/10/2022: Amend § 11.8, page 14, as follows:

**Section 11.8 Added Hours – Instructional Support and Food Service.** If an additional Instructional Support or Food Service assignment of one (1) hour or less is available at a location, such notice of assignment shall be emailed to employees and limited to staff at the location only. Instructional Support or Food Services employees ~~or Food Services~~ currently working at that location may apply for that time within classification. The time will be assigned by seniority within the classification if they have the necessary skills, abilities, and qualifications and if their current schedule would allow for such time. If no one at that location fills the assignment, it will be posted District-wide to Instructional Support or Food Service staff. The employee shall receive the wage rate (at their longevity step per Exhibit G) for the position being filled.

D-19/UP#4. TA 6/14/2022: Amend § 11.8.1, page 14, as follows:

Any increased hours over one (1 ~~l~~) hour per day will be posted District-wide ~~district wide~~ to the bargaining unit ~~members~~.

UP#5. TA 6/10/2022: Amend § 11.10, page 14, as follows:

**Section 11.10 Rescheduled Shifts**. When the District ~~reschedules~~ permanently moves a swing or night shift position to a different (earlier) start time of more than two (2) hours, the position shall be posted and offered by seniority within the job title.

D-20. TA 6/10/2022: Amend § 11.13, page 15, as follows:

The District will accept proposals from two (2) employees to share one (1) position. The District reserves the right to approve or reject the application. If the job share dissolves, the remaining employee will be required to assume the entire position. Each ~~employee will be entitled to pay and other benefits in proportion to the employee's FTE. Effective January 1, 2020, each~~ employee will be entitled to pay for time worked and other benefits if eligible.

D-21/UP#6. TA 7/14/2022: Amend § 11.14, page 15, as follows:

**Section 11.14 Early Release and Late Arrival Days**. Paraeducators will be given the option to

work their regularly scheduled hours on any student early release days and on secondary late

arrival days that accommodate state testing. ~~If paraeducators are required to work this time in~~

~~2019-20, they will be given thirty (30) calendar days’ notice.~~ For ~~subsequent years~~ ~~tThe District~~

~~will provide notice of~~ required training that is scheduled prior to the start of the following student school year the District will provide notice prior to the ~~first~~ last day of the current school year. Employees who miss required training shall collaborate with the District for make-up training opportunities.

D-22/UP#15. TA 8/16/2022: Amend § 11.15, page 15, as follows:

When ~~the start of~~ school is postponed or released early due to inclement weather or other emergency, school-year employees who lose hours, who cannot safely arrive at work on time, or who must leave work early to be safe may arrange with their supervisor an opportunity to make up the lost hours of work~~, within the same~~ ~~week~~.

Employees must report their absence when they cannot arrive to work in a safe and timely fashion.

Staff who are unable to report on time for their assignments may utilize appropriate forms of paid leave, or use unpaid leave when they miss work due to inclement weather or emergency.

1. Staff who are unable to report on time for their assignments and do not have or wish to use appropriate forms of paid leave may, in consultation with their immediate supervisor, make up lost time under the following conditions and limitations:
   1. Extending shifts in the remainder of the current or next work week
   2. Adding shifts or hours on non-work days within the same work week; or
   3. Extending shifts or adding days in work weeks that contain a paid holiday
2. Supervisors cannot compel employees to make up time.
3. Under no circumstances shall an employee make up time when it would cause them to work more than forty (40) hours in a given work week.
4. In making up time, the employee agrees to waive overtime pay for over eight (8) hours per day as defined in Section 12.5.3 ~~13.5.2 and 15.4.5~~.
5. Make up time will be documented by employee and supervisor.

**Section 11.15.1** When school is postponed or released early due to inclement weather, school-year employees are expected to arrive no later than the postponed start time for that employee or their regular start time if their regular start time is after the postponed school start. Full-year staff (custodial, maintenance, and technologists) should arrive as close to their usual start time as they safely can.

**Section 11.15.2** When school is canceled due to inclement weather, school-year employees are excused from reporting to work that day and will be required to report to work on the day when the make-up day is scheduled. Full-year staff (custodial, maintenance, and technologists) are expected to report for their regularly assigned hours.

**~~Section 11.15.3~~** ~~Employees must report their absence when they cannot arrive to work in a safe and timely fashion.~~

1. ~~Staff who are unable to report on time for their assignments may utilize appropriate forms of paid leave, or use unpaid leave when they miss work due to inclement weather.~~
2. ~~Staff who are unable to report on time for their assignments and do not have or wish to use appropriate forms of paid leave may, in consultation with their immediate supervisor, make up lost time under the following conditions and limitations:~~
   1. ~~Extending shifts in the remainder of the current or next work week~~
   2. ~~Adding shifts on non-work days within the same work week; or~~
   3. ~~Extending shifts or adding days in work weeks that contain a paid holiday~~
3. ~~Supervisors cannot compel employees to make up time.~~
4. ~~Under no circumstances shall an employee make up time when it would cause them to work more than forty (40) hours in a given work week.~~
5. ~~In making up time, the employee agrees to waive overtime pay for over eight (8) hours per day as defined in Section 13.5.2 and 15.4.5.~~
6. ~~Make up time will be documented by employee and supervisor.~~

**Section 11.15.3 Emergency ~~Leave~~**

When employees are directed to leave work early by their supervisor or other District official due to a District emergency, including inclement weather, employees will do so without any loss of ~~in~~ pay, leaves or other benefits.

23. TA 7/14/2022: Amend § 12.1, page 16, as follows:

**Section 12.1 Overtime and Extra Hours.** Overtime, except custodians, (see below) will first be offered to the person who is doing the work during their regular hours. Next, overtime will be offered by seniority to the qualified employees within the position the overtime (extra time) is needed. If no employees within the position accept the overtime, it may be offered in the job title, and then the classification.

**Section 12.1.** Overtime offered to custodian/maintenance employees of less than three (3) hours shall first be offered by seniority within the building and second by classification seniority. When possible overtime of three (3) or more hours shall be offered by classification ~~overall~~ seniority.

D-24. TA 10/26/2022: Amend § 12.2., page 16, as follows:

The normal full-time work schedule shall consist of forty (40) hours per week. Sunday work may be required only in cases of emergency or ~~special~~ rental of special equipment ~~assignment~~. Specific assignments will be distributed to employees within the job title.

D-25. TA 6/10/2022: Amend § 12.5.1, page 17, as follows:

All employees working more than five (5) hours per day shall have one-half hour (30 minutes) uninterrupted lunch. Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period, and the employee works the entire shift ~~shirt~~, including the lunch period, the employee shall be compensated for the foregone lunch period at the applicable wage rate.

D-26. TA 6/14/2022: Amend § 12.6, page 17, as follows:

Any District approved job related training course or workshop either requested by the employee or required by the District will be at the District's expense unless some other accommodation is mutually agreed to. The District will distribute by school email ~~post~~ all information concerning workshops and/or training programs. For special schooling or training required by the District, outside of the employee's regular working hours, the employee will be paid at his/her regular hourly rate of pay for all time in attendance, plus any fee or tuition.

D-27. TA 6/10/2022: Amend § 13.1, page 17, as follows:

It is mutually recognized that safety within the confines of District operations is paramount and that the District may require or provide first aid, CPR, automated external defibrillator (AED), and/or fire prevention courses to all classified employees within the District. ~~The District may require first aid courses of all employees who work with or are around children.~~ It is agreed that all employees shall be vigilant in observing unsafe or hazardous objects or conditions and reporting them immediately to the appropriate personnel for correction. If a safety class is required, employees shall be compensated pursuant to 12.6 of the Agreement.

D-28. TA 6/10/2022: Amend § 13.2, page 18, as follows:

Any employee involved in an accident shall immediately report the accident and physical injury sustained. The employee shall complete an accident report on forms supplied by the District and shall turn in all available names and contact information of witnesses to the accident. Accident reports shall be presented in compliance with present policy, a copy of this shall be included in the employee handbook ~~District rules~~. Failure to comply with this provision shall subject an employee to disciplinary action by the District.

UP#7. TA 8/16/2022: Add new section, §14.1.9, as follows:

Employees with five (5) years’ experience and at least two (2) years with the District ~~district~~ may, no more often than once every four (4) years, use up to their number of daily work hours of sick leave for a ten (10) day absence. Such an absence requires two (2) months’ notice that includes, an opportunity for the District Office to designate sufficient accrued sick leave for personal leave, the employee’s general plan for using the days, and for administrative approval. The employee must have accrued at least sixty (60) days of sick leave*.*

D-29/UP#8. TA 8/16/2022: Amend § 14.2.1, page 19, as follows:

All regular employees shall receive pay for the following holidays based upon the hours of work usually performed by them and upon their job title rate:

|  |  |
| --- | --- |
| Labor Day | Veteran's Day |
| Thanksgiving Day | Day after Thanksgiving |
| Day before or after Christmas | Christmas Day |
| New Year's Eve Day | New Year's Day |
| Martin Luther King, Jr.'s Birthday | Presidents' Day |
| Memorial Day | \*Juneteenth (June 19th)  \*Independence Day (July 4) |

D-30/UP#8. TA 8/16/2022: Amend § 14.2.2, page 19, as follows:

The employee, to be eligible for holiday pay, must have worked the scheduled day before and the next scheduled working day following the holiday, unless on bona fide vacation or excused by the District ~~Employer~~. To be eligible for the Juneteenth ~~Labor Day~~ and Independence Day (July 4) holidays, an employee must work on a year-round basis (e.g. 260-day employee) or the work days prior to and following the holiday. To be eligible for the Labor Day holiday, employees must either complete the prior work calendar in good standing or be hired as a new employee prior to Labor Day in order to receive the holiday pay for that day.

D-31. TA 10/26/2022: Amend § 14.3.6, page 21, as follows:

The District will provide regular part-time employees five (5) days of personal leave during each school year. These days will be subtracted from Illness, Injury, and Emergency leave accumulation. Personal leave must be requested two (2) days in advance unless it is an emergency situation. Personal leave may not be used the first or last student attendance week nor to extend a holiday without expressed written permission of the Superintendent or his/her designee.

All regular full-time employees will be granted two (2) days (non-accumulative) personal leave. This personal leave will be for significant personal reasons which cannot be conducted outside the school day and cannot be used for leave that is covered under other sections of this Agreement and is not part of Illness, Injury, Emergency leave accumulation. Custodians/Grounds leave is granted upon the Maintenance Director’s receipt of a written request. All other full-time regular employees’ leaves are granted upon written request to their supervisor or designated administrator. Employees with more than ten (10) year’s service may schedule these days in conjunction with Vacation days.

D-32. TA 10/26/2022: Amend § 14.3.7, page 21, as follows:

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence, without pay, for a period not to exceed six (6) months for purposes of health, education, family responsibilities or unusual personal circumstances. Leave is unlikely to be granted for an employee to work elsewhere. Upon application, the leave of absence may be extended for an additional six (6) months. This leave may also be granted when an employee’s illness/injury leave is expended and the employee is not able to return to work. The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, seniority, vacation credits, and sick leave shall not continue to accrue while the employee is on leave of absence (except that seniority shall continue to accrue for employees on worker’s compensation leave). The employee shall have the option upon his/her return to resume the position he/she held when the leave began, unless the position no longer exists. The employee granted a leave of absence for a specific amount of time will be expected to remain on leave for the term granted.

D-33. TA 7/14/2022: Amend § 14.3.9, page 22, as follows:

Consistent with RCW 28A.400.380 and Chapter 392-136A ~~392-126~~ WAC, a leave sharing program is available to staff.

D-34/UP#9. TA 10/26/2022: Amend § 14.4, page 22, as follows:

~~Beginning January 1, 2020, health~~ Health benefits funds in the amount designated by the State for each eligible employee will be passed on to state School Employees Benefits Board (SEBB). ~~The District will contribute health benefit funds for each eligible employee at the rate contributed in 2018-19 (including the additional fourteen dollars ($14.00) per month per employee), and provide up to seventy five dollars ($75.00) per month of the HCA carve out through December 31, 2019.~~ Additionally, the District shall provide twelve dollars and fifty cents ($12.50) ~~ten dollars ($10.00)~~ per month to individual VEBA accounts for each benefit eligible employee, who creates a VEBA account with the District.

D-35. TA 6/14/2022: Delete § 14.4.1, page 22, as follows:

~~The monthly premium may be used to provide the “Basic Benefit” programs as provided by the District through December 31, 2019.~~

D-36. TA 6/14/2022: Delete § 14.4.2, page 22, as follows:

~~A paraeducator hired to work with a specific student only when the student is at school shall have his/her benefits based on the posted weekly hours of work.~~

D-37. TA 6/10/2022: Amend § 14.5, page 22, as follows:

Coveralls for maintenance and custodial employees will be furnished by the District ~~Employer~~ when requested in writing.

D-38/UP#10. TA 10/26/2022: Amend § 15.1, page 22, as follows:

~~For work between January 1, 2019, and August 31, 2019, wages shall be increased as shown in Appendix G of the agreement.,~~ The wage schedule for September 1, 2022 is attached as Exhibit G, which includes the 2022-23 state inflationary adjustment (IPD, 5.5%) and an increase of not less than two percent (2%) for each position. Wages shall be increased by the state inflation adjustment, plus three-quarters percent (0.75%) ~~one-~~half percent ~~(0.5%)~~ ~~(Implicit Price Deflator, IPD)~~ ~~each subsequent year of the Agreement~~ ~~in 2019-2020, and IPD~~ or three and one-half percent (3.5 ~~3~~%) whichever is greater subsequent years of the Agreement. ~~in 2020-21, and 2021-22~~.

~~In 2024 there shall be a limited reopener to adjust wages as necessary consistent with the District’s midpoint analysis for the 2024-25 work year, as follows:~~

~~a.     School districts in Clark and Cowlitz counties, except those five (5) times larger than Woodland School District or less than one-fifth the size of Woodland School District (excludes Battle Ground, Evergreen, Green Mountain and Vancouver) shall be used for comparison.~~

~~b.     Salary schedules for paraeducators, food service employees, custodial-grounds-maintenance employees, technology employees, security employees, support services employees shall be collected from each district for the 2023-24 work year.~~

~~c.     The starting wage rate and the highest regularly available rate (not including training or certification stipends) for all positions shall be averaged to establish a mid-point salary for each position for each comparison district. If the duties or minimum qualifications have substantially increased, the position will be compared with like positions in the comparison districts.~~

~~d.     The median of the midpoint salaries for all comparison districts shall be established for each position.~~

~~e.     The wage for each position shall be set for the 2024-25 at the higher of the current rate (including state inflationary adjustment (IPD) for the upcoming work year, if any), or the nearest 0.5% above the median rate, plus the inflationary adjustment, if any.  That percentage is applied to the first step for each position and proportional increases will be made to subsequent steps based on the structure of the wage schedule. In 2025-26 the wage for each position shall be set at the previous year’s rate plus the state inflationary adjustment.~~

Only employees at or above Steps 21-23, 24-26 and 27+ as of January 1, 2020 shall advance on these steps on Exhibit G. Those steps shall be treated as the rest of the wage schedule regarding negotiated rate increases or state inflation adjustments.

Substitutes shall receive the base wage rate for the job title being filled.

Employees shall be paid at the hourly rates provided in Exhibit G. Movement to the next step on the wage schedule shall be effective on September 1 of each school year. Employees eligible for increment movement based on years of experience and hired on or before June 30 of a year shall be granted movement on the wage schedule on the September 1 of that school year.

Employees who transfer to other classifications shall retain their District longevity step placement on the wage schedule above.

*Italics reflected on the wage schedule, not in the CBA: Accompanist will be reclassified as a program specialist effective September 1, 2022.*

*Paras: 5.25%  ~~4~~ % +IPD, DSP: Para Base Rate + $0.80, escalated across the wage range*

*~~DSP,~~*

*Program Specialists: 5.25%*

*~~Program Specialsts~~ Custodians: 5.5 ~~3.5~~% + IPD*

*Grounds: 6.5 ~~5.5~~% + IPD*

*Continue to link Security and Program Specialist wages*

*~~Changed differential between step 9-11 and 12-14 from 2% to 3%, and changed steps 15-17 and 18+ from $0.30 to 2%.~~ Change Step 12-14 increase from 2% to 3%, and change steps 15-17 and 18+ from $0.30 to 2%.*

*Short-term Laborer 85% of Custodian Step 1*

*Proposed wage schedule includes median changes for other positions previously indicated*

D-39. TA 6/10/2022: Amend § 15.2, page, 23, as follows:

**Section 15.2 Pay ~~Paychecks~~.** Employees shall be paid ~~receive~~ twelve (12) times ~~paychecks~~ per year. Computation will be the number of work days in the year (including holidays) figured at the employee's daily rate. Any overtime or adjustments to the daily hours will be adjusted during the month worked.

D-40/UP#11. TA 10/26/2022: Amend § 15.3, page 23, as follows:

Participation in the Apprenticeship Program shall be strictly voluntary and available to all employees working under this Agreement. The District will reimburse tuition (up to seventy-five ~~sixty~~ dollars ($75.00 ~~60.00~~) per credit, and books~~,~~ and fees in full. Upon satisfactory completion of the apprenticeship program or an associate’s degree (or ninety (90) quarter credits or sixty (60) semester credits), or higher, the individual shall receive an extra seventy-five cents ($0.75 ~~0.70~~) per hour.

D-41. TA 6/10/2022: Amend § 15.6, page 23, as follows:

Monthly pay warrants shall be directly deposited into a bank account identified by each employee. ~~Employees hired prior to September 1, 2005, shall have the option of receiving a paper version of the monthly pay warrant or directly depositing such pay warrant into a bank account through August 31, 2020, after which direct deposit shall be required.~~

UP#12. TA 8/16/2022: Amend § 15.8, page 23, as follows:

**Section 15.8** Paraeducator positions that require a second language ~~Individuals who are fluent in Spanish and who, as part of their regular assignment, utilize those language skills~~ shall be paid an additional one dollar ten cents ~~fifty cents~~ ($1.10) ~~($1.50)~~ per hour. Employees who believe that their position does require a second language and are not receiving the extra compensation may utilize the reclassification process to request qualifying for the extra compensation.

Translation/interpreter services that fall outside of the employee’s regular job description and require the employee to extend their work day (e.g. IEP meetings, Parent/Teacher Conferences, translation of district documents, etc.) shall be compensated at one and one-half (1 1⁄2) times their regular hourly rate of pay.

D-42/UP#13. TA 8/16/2022: Amend § 15.9, page 23, as follows:

~~Effective September 1, 2019,~~ Diverse Support Program Paraeducators (DSP Paraeducators) are defined as paraeducators who are assigned to self-contained special education classrooms, including the Partners in Transition, or special education pre-school. ~~DSP Paraeducators shall be paid an additional eighty cents ($0.80) per hour.~~

UP#14. TA 8/16/2022: Add new section, § 15.10, as follows:

~~Classified Employees will not be requested nor required to perform any duty requiring a teaching certificate when working in their classified position.~~

When classified employees holding educator certification are substituting for or working as a certificated employee, their terms and conditions of employment are not governed by this Agreement.

D-43. TA 10/26/2022: Delete § 16.1, page 23, as follows:

~~This agreement, as ratified, shall remain in effect until August 31, 2022.~~

D-44. TA 10/26/2022: Amend § 16.2, page 23, as follows:

This Agreement represents the entire Agreement between the District and the Union and supersedes all prior agreements and cancels all previous written agreements between the parties and shall become of full force and effect until midnight, August 31, ~~2026~~ 2025 ~~2022~~.

This Agreement ~~shall remain in full force and effect. The parties further agree that this Agreement~~ may be reopened by either party upon thirty (30) days written notice only for negotiations and agreement regarding any provision(s) invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2022 ~~2019~~.

FOR THE DISTRICT FOR THE UNION

By: By:

D-45. TA 10/26/2022: Amend ~~Delete~~ Exhibit A, page 25.

**EXHIBIT A – SEIU MEMBERSHIP AND COPE APPLICATION: ~~APPLICATIONS~~**

~~Membership:~~ [bit.ly/join925](https://bit.ly/join925) [~~https://act.seiu.org/lWBt7-T2AESJEkW4pJFkAQ2~~](https://act.seiu.org/lWBt7-T2AESJEkW4pJFkAQ2)

~~COPE:~~ [~~https://act.seiu.org/a/925cope2022~~](https://act.seiu.org/a/925cope2022)

D-46. TA 7/14/2022: Update Exhibit G, page 31.

D-47. TA 7/14/2022: Delete Memorandum of Understanding, page 34.

D-48. TA 7/14/2022: Add Memorandum of Understanding as Exhibit G notes, page 35.